

COPY

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

703-0091

STIPULATED AGREEMENT No. 1045

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "Commission", The Burlington Northern and Santa Fe Railway Company, hereinafter referred to as the "Company", Maine Township Road District, hereinafter referred to as the "Road District", and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission through informal correspondence that inquiry should be made into the matter of improving public safety at the Reed Road (TR-107B) highway-rail grade crossing of the Company's tracks located near Mazon, Grundy County, Illinois, designated as crossing DOT 004 413H, milepost 62.63-M; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a staff member of the Commission's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

DOCKETED

Section 1 All improvements encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- a) The Company should install new automatic flashing light signals and short arm gates controlled by constant warning time circuitry;
- b) The Company should install two (2) new concrete crossing surfaces, so that the crossing surfaces complies with requirements of 92 Illinois Administrative Code Part 1535;

Section 3 The Company has prepared a preliminary estimate of cost which is attached as Exhibit B, to accomplish the proposed improvements which it may be required to perform; The Company shall upon Order, according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost, and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4 The Company shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be one hundred twenty (120) days, for the submission of progress reports should be six (6) months and for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- a) The cost to perform the work outlined in Section 2 (a) is estimated at \$177,714. The Grade Crossing Protection Fund (Fund), should pay 85% of the actual installation cost, to not to exceed \$151,057, and the Road District should pay 10% of the actual installation cost, not to exceed \$17,771. The Company should pay all remaining installation costs as well as all future operating and maintenance costs;
- b) The cost to perform the work outlined in Section 2 (b) should be paid 100% by the Company, as well as all future maintenance costs.

Section 6 The Road District is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the order and indicates this intent by Resolution attached as Exhibit C.

Section 7

Special Provisions: The Company shall at six (6) month intervals from the date of Commission Order issued subsequent to this Agreement until the project is completed, file a written report with the Director of Processing and Information, Transportation Division of the Commission, stating the status of expenditures of the project and the percentage of completion of the project. If the project is behind schedule the report must include a brief explanation of the reason(s) for the delay.

All bills for expenditures authorized for reimbursement from the Grade Crossing Protection Fund shall be submitted to Fiscal Control Unit of the Illinois Department of Transportation's Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Room 205, Springfield, Illinois, 62764. The Department shall send a copy of each bill received to the Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted to the Department and Commission no later than twenty-four (24) months from the date of Commission Order subsequent to this agreement. Authorization for reimbursement from the Grade Crossing Protection Fund shall expire twelve (12) months after the completion date specified in the Order. The Department shall, at the end of the 24th month from the Commission's Order date, de-obligate all residual funds accountable for installation costs for this project.

The Company shall at six (6) month intervals from the date of Commission's Order subsequent to this Agreement, submit written reports to the Director of Processing and Information, Transportation Division of the Commission, stating the progress it has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number, facsimile number, and electronic mail address of the Company employee responsible for management of the project.

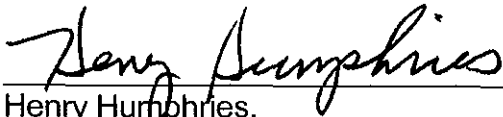
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this **21st** day of **May**, 2003.



Michael E. Stead
Railroad Safety Program Administrator

Attest:




Henry Humphries,
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. **1045** concerning improvements at the Reed Road highway-rail grade crossing of The Burlington Northern and Santa Fe Railway Company's tracks, near Mazon, Grundy County, Illinois, designated as crossing AAR/DOT # 004 413H, Milepost 62.63-M.

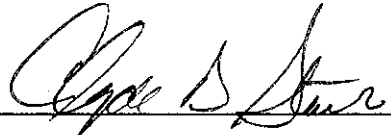
Executed by the Company this 16th day of JUNE 2003.

THE BURLINGTON NORTHERN AND
SANTA FE RAILWAY COMPANY

By: 
Assistant Director, Public Projects

APPROVED AS TO FORM 6/2/03

Burlington Northern Santa Fe Law Department

Attest:

 6.16.03

Executed by MAINE TOWNSHIP ROAD DISTRICT this 17 day of June 2003.

By: Michael J. Long

RECEIVED
JUN 26 2003
Illinois Commerce Commission
RAIL SAFETY SECTION

Illinois Commerce Commission Stipulated Agreement No. **1045** concerning improvements at the Reed Road highway-rail grade crossing of The Burlington Northern and Santa Fe Railway Company's tracks, near Mazon, Grundy County, Illinois, designated as crossing AAR/DOT # 004 413H, Milepost 62.63-M.

Executed by the Department this 3rd day of July 2003.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: Victor A. Moders
Director of Highways

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT
CROSSING DATA FORM**GENERAL INFORMATION:**

RAILROAD	BNSF
USDOT#, MILEPOST	004 413H, 62.63-M
STREET, CITY, COUNTY	Reed Road (TR-107B), near Mazon, Grundy
JURISDICTION (RDWY)	Maine Township Road District
LOCATION	Rural
STREET SURFACE	Oil/Chip, 16' wide in Fair condition

CROSSING DATA:

TRACK (W-E or N-S)	SURFACE TYPE	SURFACE WIDTH	SURFACE CONDITION
E. Main	FDT	48'	Fair>poor
W. Main	FDT	48'	Fair>poor

ROADWAY DATA: See Location Sketch

INTERSECTING ROADS:	List intersecting roadways, distance and direction {Within 250(?) feet} NONE
TRAFFIC CONTROL	List any devices on the main or intersecting roadways NONE
ADT & SPEED	100 Vehicles Per Day @ 55 MPH (unposted)
TRAFFIC TYPE	Passenger, School Busses, Hazardous Materials, All possible.
ADVANCE WARNING	YES
PAVEMENT MARKING	NO

RAILROAD DATA: See Location Sketch

FREIGHT TRAFFIC	70 Per day @ 70 MPH, Day & Night YES
PASSENGER TRAFFIC	NONE Per day @ xxx MPH
WARNING DEVICES	CROSSBUCKS

NOTES:

VISIBILITY STUDY:

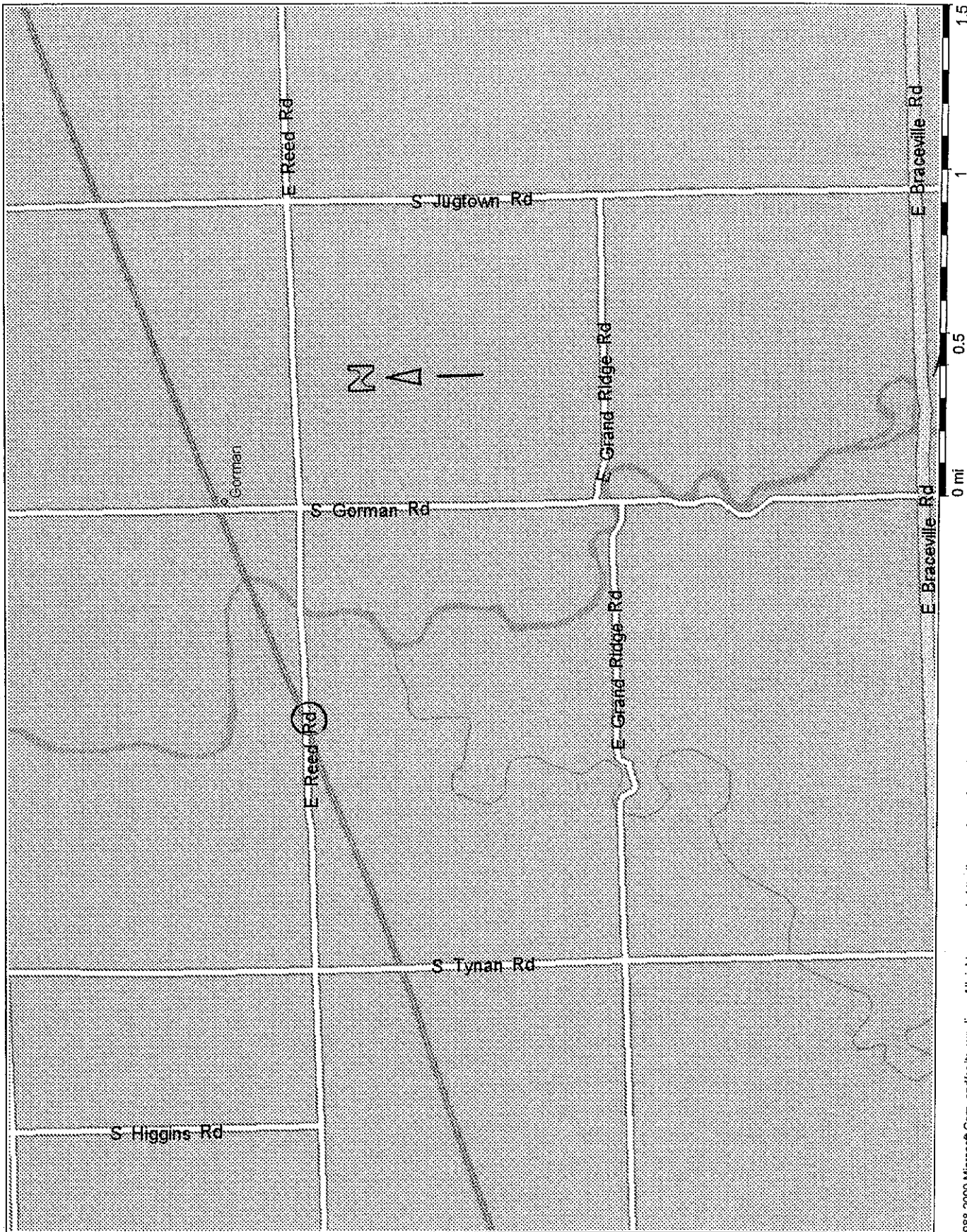
Train Speed	70	MPH
Roadway Speed	55	MPH
Required Stopping Sight Distance (SSD)		
Along Roadway	N/A	FEET
Along Tracks	N/A	FEET
Required Clearing Sight Distance (CSD) (Along Tracks)	N/A	FEET

QUADRANT	CSD (FT)	OBSTRUCTION	SSD (FT)	OBSTRUCTION
NE		N/A		
NW		N/A		
SE		N/A		
SW		N/A		

APPROACH GRADES:

DIRECTION: EAST/NORTH			DIRECTION: WEST/SOUTH		
DISTANCE (FT)	ELEVATION (FT)	GRADE (%)	DISTANCE (FT)	ELEVATION (FT)	GRADE (%)
Meets	92	III.	Adm.	Code	1535
"	"	"	"	"	"

COMMENTS:



***** NOTE **** NOTE ***** FOR INTERNAL USE ONLY ***** NOTE **** NOTE *****

LOCATION	: COAL CITY	LINE SEGMENT	: 7000	AFE NUMBER	:
PLANITEM NUMBER	: PSI004413H	MILEPOST	: 0062.63	RFA NUMBER	:
PROPERTY OF	: BNSF RAILWAY COMPANY	DIVISION	: CH	CPAR NUMBER	:
OPERATED BY	: BNSF RAILWAY COMPANY	SUBDIVISION	: CHILLICOTHE	BUDGET YEAR	: 2003
JOINT FACILITY	: STATE OF ILLINOIS	TRACK TYPE	: 2	BUDGET CLASS	: 10
% BILLABLE (+/-)	: 095.00	TAX STATE	: IL COUNTY: GRUNDY	REPORTING OFFICE	: 456
REQUESTER ID	: XXXX - SYSTEMWIDE DEFAULT	DATE	:	SPONSOR	: VP ENGIN
PROJECT TYPE	: SGX	LOCATION CODE	: 381010	DEPT CODE	: MOWGH
DOT NUMBER	: 004413H			DERAILMENT CODE	:

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL CONSTANT WARNING WITH BI AND UNI LOOKS AND FLASHERS WITH GATES AT REED ROAD IN
COAL CITY, IL.
CHICAGO DIV., CHILLICOTHE SUBDIV., L/S 7000, M.P. 62.63, DOT # 004413H

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSE
ONLY.

THEY CAN BE EXPECTED TO CHANGE AFTER THE ENGINEERING PROCESS, DETAILED AND ACCURATE
MATERIAL LISTS WILL BE FURNISHED WHEN ENGINEERING IS COMPLETED.

CONTINUING CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF
RAILROAD.

THIS ESTIMATE GOOD FOR 90 DAYS. THEREAFTER THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR
MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS IS FUNDING THIS PROJECT APPROXIMATELY 95%.
THE BNSF RAILROAD IS FUNDING THIS PROJECT APPROXIMATELY 5%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

***** NOTE **** NOTE ***** FOR INTERNAL USE ONLY ***** NOTE **** NOTE *****

	CASH	CAPITAL	NONCASH	CAPITAL	OPERATING	EXP	REMOVAL	COST	BILLABLE	TOTALS
LABOR COSTS	2,315		0		0		0		43,968	46,283
MATERIAL COSTS	4,856		0		0		0		92,245	97,101
OTHER COSTS	1,718		0		0		0		32,612	34,330
TOTALS	8,889		0		0		0		168,825	177,714

ENGINEERING SERVICES - KANSAS CITY
ESTIMATE REF. NUMBER : PSI004413H - 1--2S
COSTING DATE : 05/05/2003

PRINTED ON : 05/05/2003
ESTIMATED BY : CONTRACTOR
PRINTED BY : CONTRACTOR

ACCT	CST	RSN	PPE	DESCRIPTION	QTY/ST	OT	U/M	CASH	NONCASH	OPER	REMOVAL
8		400	9911	SIGNAL FIELD LABOR - CAP	840.00	0.0	MH	16,733			
* LABOR SUBTOTAL								16,733	0	0	0
1120	319	400	9911	BATTERY	1.0		LS N	7,680			
1120	319	400	9911	BUNGALOW MATERIAL	1.0		LS N	6,080			
1120	319	400	9911	BUNGALOW, 6 X 6	1.0		EA N	5,450			
1120	319	400	9911	CABLE	1.0		LS N	3,147			
1120	319	400	9911	CHARGERS	1.0		LS N	899			
1120	319	400	9911	CONDUIT, PVC 4", SCH 80	60.0		FT N	234			
1120	319	400	9911	FIELD MATERIAL	1.0		LS N	4,830			
1120	319	400	9911	FOUNDATION	2.0		EA N	870			
1120	319	400	9911	GATE KEEPER	2.0		EA N	3,514			
1120	319	400	9911	GATE MECH. MODEL 95 COMPLETE	2.0		EA N	10,062			
1120	319	400	9911	HXP3R2 BI SYSTEM	1.0		EA N	18,620			
1120	319	400	9911	HXP3R2 UNI SYSTEM	1.0		EA N	14,705			
1120	319	400	9911	INDUCTOR, DUMMY	2.0		EA N	849			
1120	319	400	9911	LAMP RESISTOR	1.0		EA N	735			
1120	319	400	9911	LED LIGHT ADJUSTMENT	8.0		EA N	2,120			
1120	319	400	9911	LED LIGHT GATE KIT	2.0		EA N	662			
1120	319	400	9911	LIGHT OUT DETECTOR	1.0		EA N	659			
1120	319	400	9911	MATERIAL FOR ELECTRICAL	1.0		EA	1,500			
1120	319	400	9911	MISC. MATERIAL	1.0		EA N	1,500			
1120	319	400	9911	RECORDER	1.0		EA N	2,145			
1120	319	400	9911	RTU-6 CELLULAR MONITOR	1.0		EA N	2,121			
1120	319	400	9911	SHUNT, NBS	6.0		EA N	1,794			
* MATERIAL SUBTOTAL								90,176	0	0	0
1120	410	400	9911	AC POWER SERVICE	1.0		EA	5,000			
1120	367	400	9911	CONTRACT ENGR.	1.0		EA N	6,000			
1120	790	400	9911	FILL DIRT	70.0		CY N	1,750			
1120	434	400	9911	MACHINE RENTAL	1.0		EA N	3,120			
1120	790	400	9911	SURFACE ROCK	60.0		CY N	1,500			
* OTHER SUBTOTAL								17,370	0	0	0
* ADDITIVES											
				PAYROLL ASSOCIATED COSTS				10,083			
				EQUIPMENT EXPENSES				3,217			
				DA LABOR OVERHEADS				9,584			
				INSURANCE EXPENSES				2,509			
				MATERIAL HANDLING				37			
				USE TAX				5,765			
				OFFLINE TRANSPORTATION				1,123			
* GANG TOTAL											
				SIGFIELD-5M - SIGNAL FIELD LABOR, 5 MAN				156,597	0	0	0

8		400	9911	SIGNAL SHOP LABOR - CAP	80.00	0.0	MH	1,652			
* LABOR SUBTOTAL								1,652	0	0	0
* ADDITIVES											
				PAYROLL ASSOCIATED COSTS				995			
				EQUIPMENT EXPENSES				317			
				DA LABOR OVERHEADS				946			
				INSURANCE EXPENSES				247			
* GANG TOTAL											
				SIGSHOP-1M - SIGNAL SHOP LABOR, 1 MAN				4,157	0	0	0

PROJECT SUBTOTAL								160,754	0	0	0
CONTINGENCIES								16,075	0	0	0
BILL PREPARATION FEE								885	0	0	0
PROJECT GROSS COST								177,714	0	0	0
LESS COST PAID BY OTHERS								168,825	0	0	0
PROJECT NET COST								8,889	0	0	0

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

THE B. N. S. F. RAILWAY COMPANY
FHPM ESTIMATE FOR
STATE OF ILLINOIS

LOCATION:- COAL CITY DETAILS OF ESTIMATE PLAN ITEM: PSI004413H VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

INSTALL CONSTANT WARNING WITH BI AND UNI LOOKS AND FLASHERS WITH GATES AT REED ROAD IN
COAL CITY, IL.
CHICAGO DIV., CHILLICOTHE SUBDIV., L/S 7000, M.P. 62.63, DOT # 004413H

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RAILROAD.

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MATERIAL, LABOR, AND OVERHEADS.

***** SIGNAL WORK ONLY *****

THE STATE OF ILLINOIS IS FUNDING THIS PROJECT APPROXIMATELY 95%.
THE BNSF RAILROAD IS FUNDING THIS PROJECT APPROXIMATELY 5%.

MAINTAIN PROPRIETARY CONFIDENTIALITY

DESCRIPTION	QUANTITY	U/M	COST	TOTAL \$

LABOR				

SIGNAL FIELD LABOR - CAP	840.00	MH	16,733	
SIGNAL SHOP LABOR - CAP	80.00	MH	1,652	
PAYROLL ASSOCIATED COSTS			11,078	
EQUIPMENT EXPENSES			3,534	
DA LABOR OVERHEADS			10,530	
INSURANCE EXPENSES			2,756	
TOTAL LABOR COST			46,283	46,283

MATERIAL				

BATTERY	1.00	LS N	7,680	
BUNGALOW MATERIAL	1.00	LS N	6,080	
BUNGALOW, 6 X 6	1.00	EA N	5,450	
CABLE	1.00	LS N	3,147	
CHARGERS	1.00	LS N	899	
CONDUIT, PVC 4", SCH 80	60.00	FT N	234	
FIELD MATERIAL	1.00	LS N	4,830	
FOUNDATION	2.00	EA N	870	
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HXP3R2 UNI SYSTEM	1.00	EA N	14,705	
INDUCTOR, DUMMY	2.00	EA N	849	
LAMP RESISTOR	1.00	EA N	735	
LED LIGHT ADJUSTMENT	8.00	EA N	2,120	
LED LIGHT GATE KIT	2.00	EA N	662	
LIGHT OUT DETECTOR	1.00	EA N	659	
MATERIAL FOR ELECTRICAL	1.00	EA	1,500	
MISC. MATERIAL	1.00	EA N	1,500	
RECORDER	1.00	EA N	2,145	
RTU-6 CELLULAR MONITOR	1.00	EA N	2,121	
SHUNT, NBS	6.00	EA N	1,794	
MATERIAL HANDLING			37	
USE TAX			5,765	
OFFLINE TRANSPORTATION			1,123	
TOTAL MATERIAL COST			97,101	97,101

OTHER				

AC POWER SERVICE	1.00	EA	5,000
CONTRACT ENGR.	1.00	EA N	6,000
FILL DIRT	70.00	CY N	1,750
MACHINE RENTAL	1.00	EA N	3,120
SURFACE ROCK	60.00	CY N	1,500

TOTAL OTHER ITEMS COST	17,370	17,370
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PROJECT SUBTOTAL	160,754
CONTINGENCIES	16,075
BILL PREPARATION FEE	885

GROSS PROJECT COST	177,714
LESS COST PAID BY BNSF	8,889

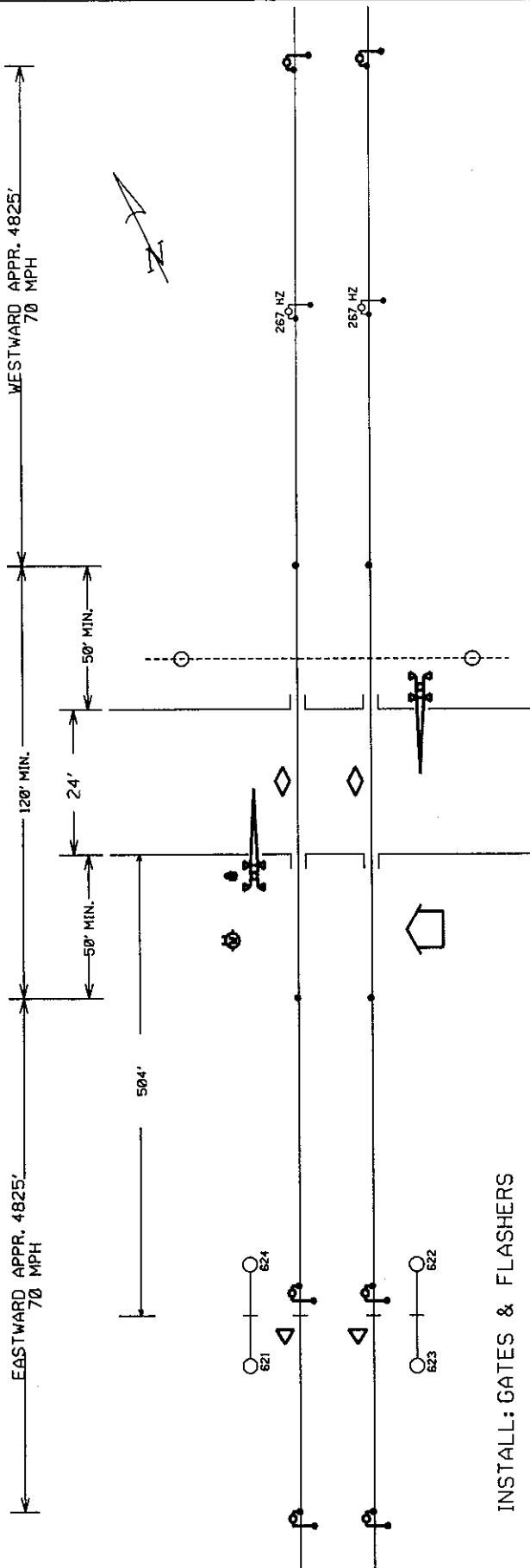
TOTAL BILLABLE COST	168,825
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The Burlington Northern & Santa Fe Railway Company

TO GALESBURG

TO PEQUOT



REED ROAD
DOT * 004 413 H

INSTALL: GATES & FLASHERS
CONTROL DEVICES: CONSTANT WARNING

BOLD - IN

SLASH - OUT

SALVAGE: NONE

INSTRUMENT HOUSE

BELL

METER

CROSSING CONTROL CONNECTIONS

BIDIRECTIONAL CROSSING CONTROL

UNIDIRECTIONAL CROSSING CONTROL

COUPLER OR TERMINATION

GUARD RAIL

Warning device placement:
Clearance to C.L. Track = Min. 12', Max. 20'
Edge of Road to C.L. Foundation:
Min. 4'1" with curb,
Min. 8'1" without curb,
Max. 12'
House Clearance: 25' Min. to C.L. of Track
Front Lights: 30' Min. to Edge of Road
Back and Side Lights: LED
Cantilever Jury Mast: LED

BNSF RAILWAY CO.

COAL CITY, IL.

REED ROAD

LS: 70000

M.P. 62.63

DOT * 004 413 H

CHICAGO DIVISION

CHILLICOTHE SUBDIVISION

KANSAS CITY

NO SCALE

DATE: 05/05/03

FILE: 7000062-63.dgn

MCR/SMG

ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

Date 6-17-03

Agreement # 1045

The Board of Maine Township
(Board or Council of Township/Road District)

meeting on 6-17-03, Resolved to authorize Michael T. Lowery / Road Commissioner,
(Date) (Name, Office)

to act as its designated agent in the processing of this Stipulated agreement and
that the Maine Twp. is financially willing and able to
(Township/Road District)

bear the cost for the proposed improvements as may be assigned to it according
to Section 5 of this Agreement.